

## Terms and Conditions

By signing this form, you confirm that you agree with all the requirements listed below.

British Council may contact you during a statistical data collection process, related to your exam. These data will be used exclusively in order to enhance the British Council services.

The British Council is incorporated in England and Wales by Royal Charter and registered as a charity (under number 209131 in England and Wales and number SC03773 in Scotland). Its registered office is at 10 Spring Gardens, London, SW1A 2BN.

### 1. Test Registration

In order to find out the registration procedure please contact the coordinating teacher at your school/ institution.

You may not register: (i) more than once for the same Cambridge Assessment English Exam session; or (ii) for more than one Cambridge Assessment English Exam session in any given month.

The British Council reserves the right not to accept Test Registrations after the registration period for the relevant Cambridge Assessment English Exam session has closed.

### 2. Fees

Each exam level's price is announced on the British Council website at [www.britishcouncil.ro](http://www.britishcouncil.ro).

Fees may change from time to time, but this will not affect any registration that has already been received.

### 3. Test date transfer

Your Test Registration is valid for one Cambridge Assessment English exam session only. It will not be possible to transfer your Test Registration to another Cambridge Assessment English exam session or another type of exam. Test Registrations are also personal and cannot be transferred to other individuals. Transfers of speaking Test Dates and between Cambridge Assessment English Exam sessions and/or exam types e.g.: First (FCE) to Advanced (CAE) are not allowed before or after closure of the relevant registration period. Transfers between centres are not allowed either (eg from Iasi to Bucharest etc).

### 4. Refund

You may apply for a refund if you are unable to attend your entire Cambridge Assessment English Exam session (all papers) for medical or bereavement reasons only. If this is the case, you must provide a medical certificate and a completed [Withdrawal Request](#) Form to support your application for a refund. The request form and supporting documents must be submitted to the relevant British Council centre within one week of the date of the written exams set out in your English Exam Confirmation email. All approved requests for refunds are processed after the examination results for the relevant Cambridge Exam session have been published and you will receive a refund of the exam fee minus an administrative fee of 50 lei for TKT/module, 100 lei for KET and PET and 200 lei for the other Cambridge Assessment English exams. Fees cannot be transferred to a later Cambridge Exam session or to another type of examination instead of being refunded.

### 5. Cancellation

You may cancel your Test Registration with no charge at any time prior to the closure of the relevant registration period for your Cambridge Assessment English Exam session by notifying the British Council.

The British Council also reserves the right to cancel any Cambridge Assessment English exam if a minimum number of 20 candidates is not reached by the end of the relevant registration period. In this case, you will receive a refund of fees paid.

### 6. Test day photography

By making your Test Registration you give your consent to be photographed on your Test Date if required by the current Cambridge Assessment English exam regulations (see Cambridge Assessment English Regulations section below) and filmed for security and quality assurance purposes on the day of your test, or you give consent for your child or the person for whom you are legally responsible. You give your consent for any recordings to be used for audit or investigation purposes. In this case, photographs and Cambridge Assessment English Exam results will be available on a protected web site called Online Results Verification where institutions will be able to verify your identity and/or results. The University of Cambridge reserves the right not to publish your Cambridge Assessment English exam results if you have not been photographed according to the Cambridge Assessment English Exam regulations. For more information consult the following link: [Summary Regulations for candidates](#).

If you are a candidate aged 18+, you hereby consent to have your photo taken by the centre on the day of the Speaking test and/or the written papers. You agree for this photo to be held on the secure Cambridge Assessment English Verification site and the photo shall only be available to organisations/individuals that you give your details to or that you authorise to view your result via a download.

If you are a candidate aged under 18, by agreeing to these Terms and Conditions, your parent or legal guardian consents to your photo being taken on the day of the examination. This Test Registration must be completed and agreed

to by a parent or a legal guardian, in the case of minor candidates. British Council is not to be held responsible in case this stipulation is not complied with.

## **7. Location, date and time**

All information regarding the address of the venue, dates and timetables of the exam, including the date of the speaking test, the location and your candidate number, will be communicated to you via email approximately 2 weeks before your first Test Date. It is your responsibility to contact us if you have not received this information at least 7 days before the beginning of the Speaking window.

The Speaking component of the Cambridge Assessment English Exam usually takes place a few days before or after the written components and can be scheduled on a Saturday or a Sunday. It is not possible to choose or change the speaking test date; it is your responsibility to check the dates window for the speaking test and avoid clashes with other commitments.

The speaking test may be conducted on a web-based video application (Zoom) and recorded as part of Cambridge English Language Assessment's quality control procedures.

You must arrive at the venue at least 30 minutes before the start of the exam. Candidates who arrive late may not be admitted to the exam room.

## **8. Cambridge Assessment English General Regulations**

Cambridge Assessment English General Regulations are stipulated in the [Cambridge Assessment English Regulations document](#).

The test day regulations which make references to the candidates dos and don'ts in terms of security, practice as well as to marking process and certificate issue is sent to each candidate before the exam day and can also be accessed [online](#). Candidates must follow these rules.

The candidates must provide official and original photo identification documents (Identity Card, Passport or Driving Licence) in each part of the test. No admittance to the test room is accepted if a candidate is not able to provide proper ID. The birth certificate is not a document which can prove a candidate's identity, given it is not a photo ID, therefore it is not accepted (the only exception is YLE).

Any candidate using a dictionary, audio recording equipment, a mobile phone, or any other electronic material, or breaking the regulations in any other way will be automatically disqualified.

Copyright of all Cambridge Assessment English Exam materials (including the exam papers) belongs to University of Cambridge. The University of Cambridge does not allow you, British Council or other institutions to review (or request the return of) your answer sheets or any other material used in the Cambridge Assessment English exam once submitted. Should you need your results for VISA/immigration purposes, please contact British Council Examinations Services beforehand.

## **9. Special needs**

If you have any special needs (eg hearing difficulties), it is possible to make arrangements for extra time, large print, or Braille, given we can logistically meet your request and we obtain Cambridge Assessment's approval. You must send your special needs request 5 days before the end of open registrations. For special needs no late entries are accepted.

## **10. Malpractice and suspicion of malpractice**

Malpractice is: obtaining unauthorised access to examination material, using or trying to use unauthorised material, e.g. notes, study guides, mobile phones, copying/collusion or attempted copying/collusion, disruptive behaviour or not following the instructions of an invigilator or supervisor, impersonation (pretending to be someone else), any other form of cheating or gaining of an unfair advantage.

Cases of suspected malpractice may be reported either by British Council or directly by Cambridge Assessment, based on a statistical analysis of candidates' answer sheets. The malpractice analysis involves a Cambridge Assessment special committee which, in certain cases, decides to withhold the results of the candidate(s) involved. As Cambridge Assessment owns the entire results issue and validation process, British Council cannot influence this decision in any way. Information on malpractice can be found here: [Cambridge Assessment English Regulations](#), [Cambridge Malpractice Procedure](#) and [Security, Integrity and Fraud Protection](#).

## **11. Results**

Cambridge Assessment English exam results are accessible on-line; access details will be sent to you in your detailed confirmation email, two weeks before your test. Cambridge Assessment English Exam papers are marked in the UK by Cambridge Assessment.

If candidates are not satisfied with their results, they may request a revision of the marks for a fee, by contacting their exam centre within the time limits established for each exam. For more information, consult [www.cambridgeenglish.org](http://www.cambridgeenglish.org). On rare occasions, due to Cambridge Assessment verifications or possible rechecks, your result may be late. British Council cannot intervene in this process, given exam materials are marked by the board. Nevertheless, British Council will make every possible effort to speed up the issue of your result.

## **12. Certificates**

The Cambridge Assessment English certificates are available 10 weeks after the exam; the exact date is specified in

your result email. According to UK Data Protection Act (1998), Cambridge Assessment require the destruction of certificates which are older (and unclaimed) than 2 years from issue, therefore you will not be able to pick up your certificate after this deadline.

### **13. Candidates registered as block entries, through schools, language centres or other institutions**

All candidates registered as block entries through a school or institution agree to have their data transmitted through the representative of that institution, to the British Council. The school or institution is obliged to inform all its candidates and their parents or legal guardians (in the case of minor candidates) about these Terms and Conditions.

### **14. Child Protection**

The British Council believes that all children have potential and that every child matters – everywhere in the world. The British Council affirms the position that all children have the right to be protected from all forms of abuse as set out in article 19, UNCRC 1989.

### **15. Stipulations concerning under-aged candidates**

Parents, legal guardians or adults delegated to care for under-aged candidates have a duty to come in person at the exam venue access point in order to pick up their children, at the end of the exam session. It is each parent or legal guardian's responsibility to ensure the collection and supervision of their children at the end of the exam session.

### **16. Safeguarding**

We aim to create a safe environment in which no child or adult, consistent with human rights principles and irrespective of any aspect of their identity, including but not limited to age, disability status, economic background, ethnicity, gender, religion or belief, or sexual orientation, will experience harm or exploitation during the course of their contact with us.

### **17. Medical information**

British Council acknowledges and respects the right to full confidentiality of each person's medical data. However, if a candidate has a special medical condition which they appreciate we need to know and wishes to inform us about, they can write to us at [contact@britishcouncil.ro](mailto:contact@britishcouncil.ro). In case of a medical emergency affecting the candidate during an exam session or any other situation requiring medical assistance, British Council staff will ask for professional help by calling 112. British Council personnel will give medical staff the medical data received from the candidate in question. Under the UK Data Protection Act any individual has the general right to ask for a copy of the personal information held about them. This means that you can ask for the information that we hold about you. This is known as the right of 'subject access'. When making a request you will need to give us: a request in writing, the £10.00 fee (equivalent in RON at current exchange rate), proof of your identity, proof of your address and any information that we reasonably need to process the request. For example, details of our offices or staff that you have had contact with and when. We will not start looking for your information until we receive all of the above. In order to submit your request, or for help making a request, please contact the Data Protection Officer at [Dataprotection@britishcouncil.org](mailto:Dataprotection@britishcouncil.org). Although you should submit a request in writing, if you would like to speak to someone in person, you can contact us by telephone on +44(0)20 7389 3172.

#### *British Council in Romania Data Protection:*

##### *Definitions*

*In this clause, 'data controller', 'data processor', 'personal data', 'process' and 'processing' will have the meaning set out in Directive 95/46/EC of the European Parliament and Council or any other superseding legislation.*

*'Personal Data' refers to personal data under the control of the supplier/candidate/centre and processed by the British Council.*

*British Council and the supplier/candidate/centre acknowledge that in relation to the Personal Data, the supplier/candidate/centre is the data controller and British Council is the data processor.*

##### *Restrictions on Processing*

*British Council will process the Personal Data only to the necessary extent for the exam registration and in accordance with the British Council's instructions.*

##### *British Council will not:*

- i. disclose any of the Personal Data to third parties except for the ones which are used in the exam registration or to comply with a statutory duty on supplier/candidate/centre or an order of a court or official regulator.*
- ii. subcontract the processing of the Personal Data without the prior written consent of the supplier/candidate/centre. If the written consent is given, the subcontractor will have to agree with the British Council the terms of using the Personal Data. These terms will have to correspond to the conditions from Directive 95/46/CE of the European Parliament and Council or to any other legislation which can replace it.*
- iii. transfer any of the Personal Data outside the European Economic Area without the prior written consent of the supplier/candidate/centre.*

##### *Protective Measures*

##### *British Council will:*

- i. take reasonable steps to ensure the reliability of its collaborators/employees with access to the Personal Data and to ensure they have an appropriate level of competency in handling personal data.*
- ii. implement appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data and against its accidental destruction, damage or loss so as to ensure a level of security appropriate to*

*the harm that might result therefrom.*

**Cooperation**

*The supplier/candidate/centre will:*

*i. immediately notify the British Council if it becomes aware of any complaint, notice or subject access request in respect of the Personal Data*

*ii. promptly provide the British Council with any information it reasonably requires to meet a subject access request or to respond to an enquiry or investigation by the relevant data protection regulator*

**Termination**

*On termination or expiry of the exam registration, British Council will stop processing the Personal Data and return and/or destroy it at the request of the supplier/candidate/centre.*

**Compensation**

*British Council will take all possible and necessary measures in accordance with its limits of action to ensure the cautious use of the data obtained. If the data will be used in any other purpose except for the exam registration, British Council shall indemnify the supplier/candidate/centre against all penalties and claims, including but not limited to damages, costs and expenses, arising from a breach in its data protection obligations.*

The British Council hopes to make your experience of dealing with the British Council an excellent one and welcomes your comments, suggestions and details of satisfaction or dissatisfaction. If you have any comments or complaints in relation to the Contract, please refer to the Complaints Page: <https://www.britishcouncil.org/contact/complaints> and follow the procedure set out there.

If a complaint, dispute or claim is not successfully resolved through discussions between you and the British Council, the courts of England will have non-exclusive jurisdiction over any claim arising from, or related to, the Contract. This means that all claims relating to the Contract can be settled by a judge (or a number of judges) in an English court but you or the British Council may, alternatively, bring proceedings in your country of residence or any other relevant country.

**18. Contacting the British Council**

To cancel a Test Registration or request a refund, you must contact the British Council in writing by sending an email to the relevant British Council centre: [contact@britishcouncil.ro](mailto:contact@britishcouncil.ro) (British Council Bucharest), [bc.iasi@britishcouncil.ro](mailto:bc.iasi@britishcouncil.ro) (British Council Iasi), [bc.cluj@britishcouncil.ro](mailto:bc.cluj@britishcouncil.ro) (British Council Cluj).

**I am aware of and agree to comply with the Terms and Conditions above.**

<b>Exam name and its date</b>		<b>Candidate's Name</b>	
<b>Name of your school/ institution</b>		<b>Name of coordinating teacher</b>	
<b>Signature*</b>		<b>Signature Date</b>	

**\*In case of minor candidates, their parent's/legal guardian's signature is required.**

**For candidates under 18 years old:**

**Name of parent/ legal guardian**

.....